



Miami-Dade Commission on Ethics & Public Trust

Investigative Report

**CASE
CLOSED**

Investigators: KARL ROSS/LARRY LEBOWITZ

Case No.: K13-133	Case Name: Jeff Benjamin Campaign	Date Open: Date: 3/12/2015	
Complainant(s):	Subject(s): Jeffrey "Jeff" Benjamin	October 25, 2013	

Allegation(s):

The investigation was initiated on or about October 2013 after the subject's former landlady contacted the State Attorney's Office (SAO) to complain the subject no longer lived at the address he used to qualify as a candidate for Miami mayor (3001 SW 27th Ave). Upon further review, it was discovered that the subject failed to adhere to numerous campaign finance requirements. A joint investigation was opened at the request of the SAO's Public Corruption Task Force.

Relevant Ordinances:

The subject appeared to have incurred in widespread violations of Chapter 106 Florida Statutes, relating to the financing of campaigns for political office. He was subsequently charged with three misdemeanor counts – one count of violating F.S. 106.19(1) (c) for lying about his campaign account in an official document, and two counts of violating F.S. 106.19(4) for authorizing political expenditures without having sufficient funds on hand.

Investigation:

Interviews

On or about October 29, 2013, a sworn statement was taken from Benjamin's landlord, Jannette Gonzalez (Gonzalez), at the SAO. The statement focused on whether the candidate properly reported his address. A copy of the statement is included in the file. Gonzalez contacted authorities following a dispute with Benjamin involving damage to her property, in particular the apparent disarming of a smoke detector.

Jeffrey Benjamin, candidate for mayor

City of Miami, FL

Oct. 30, 2013

Benjamin agreed to a voluntary sworn statement at the SAO. He said he could not afford legal representation, but nonetheless consented to provide the statement. He had objected to having his girlfriend and campaign treasurer, Lauren Alexon (Alexon), provide a sworn statement unless he was allowed to accompany her. So no statement was taken from Alexon at that time.

Benjamin advised that he presently resides at 3170 Bird Road, Miami, FL, 33133, along with Alexon. He said that residence is that of Alexon, and that she recently agreed to allow him to move in with her. He said he had been residing there for less than a month, indicating that he moved in sometime in October.

He said that he previously resided at 3001 SW 27th Avenue in Coconut Grove. He said he lived there alone, and rented unit #308 from a couple with the last name Gonzalez. He said he had lived there for about four years – since about 2010, but could not say for sure. He said he couldn't recall exactly how much he paid for rent, but said it was an amount between \$1,400 and \$1,500. He said he sometimes paid with personal check; other times, he would pay with a bank cashier's check. He said he lived there until June or July of this year. He said his lease expired and he stayed for an additional one to two months, and then put his belongings in storage. He said he had a lot of belongings and left them in a storage room at 3001 SW 27th Avenue without payment or permission.

Benjamin said he continued to use this address after putting his belongings in storage because he was able to access it through a friend on the first floor, who let him enter the building to get his mail. He said he would stay with the friend – whom he described only as a "single mother" – as often as twice a week, but did not live there. He said he also stayed at a boarding house or short-term rental at 3218 Virginia Street. He said he did not move in with his girlfriend until this month because he was seeking her father's approval before doing so.

With respect to whether he physically lived at 3001 SW 27th Avenue, Benjamin stated that he had definitely left the building by September – the month he submitted his qualifying papers – but he stated that he continued to use it as his official address because it was the only place he could receive his mail. He said he omitted the unit number on all official paperwork to reflect the fact that he no longer occupied that unit (#308).

Benjamin stated he decided to run for mayor in 2011, and at that time appointed his son, Giovanni Benjamin as treasurer. He said his son, now 23, serves in the United States Air Force and that he does not know where he is stationed. He said that he identified Citibank as his primary depository for his campaign account, but said he was unable to open an account there. He said he didn't have "the necessary documentation" requested by the bank, including a federal identification number or EIN number. He was then asked about the second such form he filed with the city in September in which he named Alexon as his campaign treasurer and identified Bank of America as his primary depository. Again, he stated that he was unable to open an account with BOA, saying he was turned down because BOA alleged did not permit its customers to open accounts for political campaigns.

Benjamin said that BOA had been "suggested" to him, but was unable to say who made the suggestion. He said he attempted to open an account at another bank – a "new" bank the name of which he couldn't recall – but said that, once again, he was unable to get permission to open a campaign account. He did provide a copy of a letter he had received from the IRS providing his campaign with an EIN number. When asked about how he ran his campaign finances, Benjamin acknowledged that he never had a proper campaign account. He said he instead used PayPal to receive donations and extract funds for political expenditures. He said he kept track of all campaign expenditures with invoices and agreed to provide copies to investigators. He said he attempted to attach his PayPal activity statements to his Campaign Treasurer's Reports (CTRs), but was advised that he had to fill out the boxes in the CTRs himself. He said he prepared the CTRs for his campaign by hand.

With respect to the \$4,600 loan he partially reported on his CTR, Benjamin advised that he received the money from a friend, Gia Salazar (Salazar), who he said is CEO of Take One Entertainment. He said that he met Salazar while working as an extra on a movie set and that Salazar is an actress. He said he told her he was running for mayor and requested financial support. He said she agreed to loan his campaign the amount required to pay for the production of campaign videos and photographs to be used in campaign literature, and also to pay for the production of campaign materials. This included the production of 5,000 palm cards.

Benjamin said the corresponding expense of \$4,600 represents the funds that she loaned to his campaign. He provided a copy of a letter from Salazar (dated Oct. 29, 2013), in which she states that she made a loan in the amount of \$4,600 to his political campaign and that he would be personally responsible for repayment. He said that he takes responsibility for any failure to properly account for the loan. He said he attempted to find out how to "locate resources for his campaign" and spoke to an employee at the Miami city clerk's office. He said he was given a handbook and a CD with applicable rules (Chapter 106), and that he did read portions of the book. He said he did not read the materials carefully, adding because "it's a pain in the butt." He clarified that he did not get advice from the city of Miami employee as it relates to his campaign loan. He acknowledged that he did not fill out the CTR properly as it related to the loan, saying he did not realize he had to disclose the originator.

With respect to the two pieces of campaign literature that lacked the required political disclaimer, Benjamin stated that he assumed full responsibility for any missteps. He said the second palm card –shown to him by an investigator who obtained it earlier that week from a

campaign worker at the county building – was designed by Cliché Brands of Hollywood and produced by a printer. He identified the printer on his CTR, but was unable to find any corresponding expenditure made to the owner of Cliché Brands, whom he described as a young woman from Hollywood. He said he would attempt to provide records to account for that expenditure.

Lastly, in discussing his living situation, Benjamin stated that he had a dispute with his previous landlords (the Gonzalezes) involving alleged damages to a smoke detector. He said that Gonzalez accused him of stealing “the brain” of the smoke detector. He denied tampering with the detector, saying the “brain” had no monetary value and, therefore, he did not have any incentive to disarm or remove it.

On Dec. 2, 2013, COE received a call from an employee of The Box Advertising who alleged the Benjamin campaign stiffed or defrauded the company out of \$500. The company owns a truck with a giant LED screen used for mobile advertising that flashes pictures and can also broadcast audio messages. The employee said Benjamin saw the truck, and stopped it to inquire whether he could hire the truck to advertise for his campaign. The employee said a verbal agreement was reached and that something called an “insertion order was issued. “

The employee went on to state that, while the insertion order was not signed and returned by the campaign, art was provided by the Benjamin campaign in response to the agreement and that this was taken as confirmation that a formal agreement or contract had been entered into and that both parties intended to perform accordingly. The employee said that Benjamin told a Box Advertising representative to contact Lauren, his campaign manager to get the audio.

The employee said that Lauren never answered phone calls, but that Benjamin himself was very responsive. He arranged for a company representative to meet him at 3001 SW 27th Ave., #308 (same address as the one on his filing papers); to pick up the audio, but nobody was there. Benjamin told the company rep to run the ad without the audio. The company was directed to drive around polling places on Election Day to promote the Benjamin mayoral campaign. The truck also provided an hour of advertising the day before.

According to the employee, Benjamin advised that Lauren, his campaign manager, would issue a “check” as payment for the services. The employee further advised that the day after the campaign, attempts to reach Benjamin at the number he provided were unsuccessful and that service on that number had been discontinued.

The employee identified the owner of the company as Dominic Badolato (Badolato), and said any follow up contact should be with Badolato. I asked if he would be willing to file a complaint against Benjamin and the employee said she would discuss that with him and get back to us. The employee did not want to get involved personally in any official investigation, but claimed to be acting on behalf of the owner.

On January 27, COE contacted Cliché Brands and spoke to the owners – Christopher Paul (Paul) and Keisha Lewis (Lewis) – regarding business with Benjamin’s political campaign. They confirmed he purchased about \$1,450 in campaign materials from them, including banners, T-shirts, walk cards and e-flyers. Lewis said she recalled that Benjamin paid with a

check, but could not recall what account the check was drawn on. She said she would research her bank account records and advise as to what account was used. She did identify Eric Clemmings as a political supporter of Benjamin. They said they didn't believe there was anything unusual.

On January 28, COE contacted Ameri Source Service, a Queens, NY-based office supplies vendor, and spoke to owner Jack Bharat (Bharat). Bharat advised that he did make a \$100 contribution to the Benjamin campaign last fall at a fund-raiser held at Maracus night club. He said the event was sponsored by a Mohan, and that it was attended by members of the Trinidadian community who wanted to promote Benjamin's candidacy. He said he recalled that there was confusion about whether the check should be written out to cash to an entity relating to Benjamin's campaign such as "the committee to elect" Benjamin. His number is (718) 805-6983.

Leslie Campos, Miami Beach
The Box Advertising, Hollywood, FL
Sworn statement at Miami-Dade SAO
March 25, 2014

Campos advised that she had numerous conversations with an individual she believed was Benjamin, a candidate for Miami mayor. She said her employer at the time, Badolato, told her he spoke with the subject after the subject spotted his advertising truck, featuring a LED screen on three sides. She said the subject was "hell-bent" on hiring the truck to provide advertising during the "final push" of his campaign. She said she spoke to Benjamin and prepared an insertion order that she email to his campaign on Oct. 31, 2013. She said a Lauren replied on behalf of the campaign and provided art to be used in electronic format. She said she never dealt with Benjamin or Lauren (Alexon) in person, but that they did authorize the agreement. She said the subject assured her that a payment would be issued by his campaign in the form of a check and that it would be a high priority. She said that normally she would want to have a signed agreement, but that her boss told her not to worry about it and to go ahead and arrange for the advertising on pre-selected dates. She noted that Benjamin told her the last proposed time was too late on Election Day (7p.m. to 8 p.m., according to the email), and that they agreed to move it up by one hour – (since the polls closed at 7 p.m.). She said she last spoke to Benjamin on Election Day to ask what route he wanted the truck to follow – i.e., if he wanted it to go past polling places. She said he told her he was too busy and that he didn't have any preference. She said she attempted to contact him the following day and his phone seemed to be disconnected and that there was no message. She said that, after being unable to contact him by phone, she posted a request for payment on his Facebook page, to which he replied by email and claimed he was under no contractual obligation to pay and providing contact information for SAO. She said that she decided to report the incident and subsequently called the Miami-Dade Ethics Commission. (Badolato, 954/708-9137).

Joyce Rosario-Paredes, owner
PK Graphics.com Express Inc.
Oct. 8, 2014

Paredes advised, in response to a request from COE, that her company does its banking with Wells Fargo. She had previously supplied copies of invoices and related emails pertaining to transactions by the Benjamin mayoral campaign in 2012 and 2013, including one indicating a payment for services bounced. The records have been included in the case file, and a subpoena will be requested for the item in question.

Document/Audio/Video Review:

Oct. 13, 2014, following a review of PayPal account records and bank records for Benjamin, his son (Giovanny) and Alexon, an analysis was made. Said analysis did not find any evidence the accounts linked to PayPal were being used as an official campaign depository. There were a number of cash transactions that could have been used for campaign-related expenditures, but nothing reflecting any legitimate campaign activity.

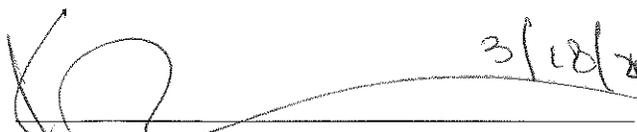
Investigators reviewed the subject's qualifying documents on file with the Miami City Clerk's Office, along with copies of Campaign Treasurer's Reports, including amended Campaign Treasurer's Reports, submitted in 2014 while the subject was living offshore.

Investigators further detected and reviewed instances of apparent check fraud in which the candidate and/or a confederate issued bad checks in the amounts of \$25,000 and \$20,000 on a closed account controlled by the subject (Salt Water Films). The banks victimized by said scheme declined to pursue criminal charges because the resulting losses were minimal.

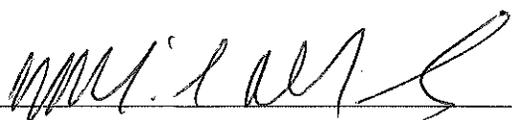
Conclusion(s):

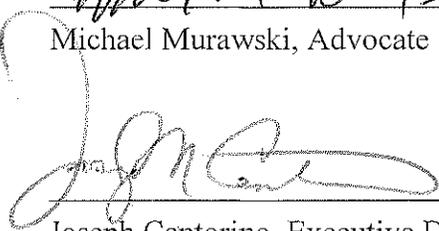
As a result of the investigation, criminal misdemeanor charges were filed against the subject, who entered into a settlement agreement with prosecutors on February 19, 2015. The terms include serving one year's probation, 50 hours of community service, payment of investigative costs of \$1,000 each to COE and SAO, as well as restitution to campaign vendors.

A copy of the plea agreement was added to the file for Case No. M15-4681.


3/18/15
Karl Ross, COE Investigator

Approved by:


Michael Murawski, Advocate


Joseph Centorino, Executive Director

3/12/15
Date